

CBT

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.

RECORDATION NO. **13930**
FILED 1425

FFB - 1 1983 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

3-0321061

RECORDATION NO. **13930-A**
FILED 1425

FFB - 1 1983 - 1 05 PM

INTERSTATE COMMERCE COMMISSION

RECEIVED

FEB 1 12 59 PM '83

FEE OPERATION

No.

Date

Fee \$

ICC Washington, D. C.

February 1, 1983

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir or Madam:

Enclosed for recordation with the Interstate Commerce Commission pursuant to the provisions of Section 11303 of Title 49 of the United States Code are one original and two counterparts of each of the following documents:

1. Mortgage, Loan and Security Agreement dated as of January 15, 1983 ("Mortgage") between The Connecticut Bank and Trust Company, N.A., not in its individual capacity, except as expressly provided therein, but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Lifton Equity Investments, Inc., as beneficiary thereunder, as Borrower ("Borrower"), and Sun Life Assurance Company of Canada (U.S.), as Lender ("Lender"), which evidences, among other things, the mortgage and assignment as security by the Borrower to the Lender of the Borrower's right, title and interest in, to and under (i) certain railroad cars described in Exhibit A to the Mortgage and all proceeds thereof and (ii) an Equipment Lease dated as of January 15, 1983 between the Borrower, as Lessor, and St. Louis Southwestern Railway Company, as Lessee ("Lessee"), and all payments to become due thereunder.

2. Equipment Lease dated as of January 15, 1983 ("Lease") between the Borrower, as Lessor ("Lessor"), and the Lessee, which evidences, among other things, the lease from the Lessor to the Lessee of railroad cars used or intended for use in connection with interstate commerce.

The names and addresses of the parties to the transaction are as follows:

Counterpart - James McAllister

1. The Connecticut Bank and Trust Company, N.A. (having its address at One Constitution Plaza, Hartford, Connecticut 06115), as Mortgagor under the Mortgage and as Lessor under the Lease, not in its individual capacity, except as expressly provided therein, but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc. (having its address at 600 Summer Street, Stamford, Connecticut 06904), as beneficiary under said Trust Agreement.

2. Sun Life Assurance Company of Canada (U.S.) (having its address at One Sun Life Executive Park, Wellesley, Massachusetts 02181), as Mortgagee under the Mortgage.

3. St. Louis Southwestern Railway Company (having its address at Southern Pacific Building, One Market Plaza, San Francisco, California 94105), as Lessee under the Lease.

The equipment covered by the enclosed documents consists of 20 Eight-Unit IMPACK Articulated Skeletal Flatcars manufactured by Itel Corporation, Rail Division, bearing the road numbers of St. Louis Southwestern Railway Company SSW-90059 through SSW-90078, inclusive, and 9 Four-Unit IMPACK Articulated Skeletal Flatcars, manufactured by Itel Corporation, Rail Division, bearing the road numbers of St. Louis Southwestern Railway Company SSW-99050 through SSW-90058, inclusive. The equipment referred to in this paragraph bears the legend "THE CONNECTICUT BANK AND TRUST COMPANY, AS TRUSTEE: LESSOR AND OWNER: AND SUN LIFE ASSURANCE COMPANY OF CANADA U.S.: SECURED PARTY AND LIEN HOLDER UNDER A MORTGAGE SECURITY AND LOAN AGREEMENT FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20C".

Also enclosed is a check in the amount of \$100 for payment to the Interstate Commerce Commission of the required filing fees.

Please accept the enclosed documents for recordation and make the appropriate entries to the index of documents and to the index of parties. Please return the original of each of the enclosed documents, stamped with a recordation number, together with the usual letter of the Commission confirming recordation, to the delivering messenger of Mudge Rose Guthrie & Alexander, 20 Broad Street, New York, New York 10005, for transmittal to the undersigned.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, N.A., not in its
individual capacity but
solely as trustee under the
Trust Agreement to which
reference is hereinbefore
made

By *J. M. M. M.*
Title: *Asst. Secretary*

RECORDATION NO. 13930-C
JUL 29 1983 12 22 PM
INTERSTATE COMMERCE COMMISSION

DUPLICATE

CERTAIN OF THE RIGHTS OF THE LESSOR UNDER THE
EQUIPMENT LEASE AMENDED BY THIS AMENDMENT
AGREEMENT NUMBER ONE TO EQUIPMENT LEASE AND IN
ALL LEASED EQUIPMENT COVERED THEREBY HAVE BEEN
ASSIGNED TO, AND ARE SUBJECT TO A SECURITY
INTEREST IN FAVOR OF, SUN LIFE ASSURANCE
COMPANY OF CANADA (U.S.), AS LENDER UNDER A
MORTGAGE, LOAN AND SECURITY AGREEMENT DATED AS
OF JANUARY 15, 1983. THIS AMENDMENT AGREEMENT
NUMBER ONE TO EQUIPMENT LEASE HAS BEEN
EXECUTED IN COUNTERPARTS. SEE SECTION 6
HEREOF FOR INFORMATION CONCERNING THE RIGHTS
OF HOLDERS OF THE VARIOUS COUNTERPARTS.

AMENDMENT AGREEMENT NUMBER ONE TO EQUIPMENT LEASE

Dated as of July 15, 1983

between

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION,
not in its individual capacity, but solely as trustee
under a Trust Agreement dated as of January 15, 1983
between it and Litton Equity Investments, Inc.,
as beneficiary,
as Lessor

and

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY,
as Lessee

AMENDMENT AGREEMENT NUMBER ONE TO EQUIPMENT LEASE

AMENDMENT AGREEMENT NUMBER ONE TO EQUIPMENT LEASE dated as of July 15, 1983 by and between **THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, not in its individual capacity but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc., as beneficiary, as Lessor (the Lessor), and **ST. LOUIS SOUTHWESTERN RAILWAY COMPANY**, a Missouri corporation, as Lessee (the Lessee).

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have entered into an Equipment Lease dated as of January 15, 1983 (the Lease);

WHEREAS, the Lessor and the Lessee desire to amend the Lease for purposes, among others, contemplated by Section 3(e) of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The definitions of the terms Basic Lease Rate Factor, Basic Rent Dates, Daily Lease Rate Factor, Expiration Date, First Basic Rent Date, First Termination Date and Last Basic Rent Date, set forth in paragraph (d) of Section 1 of the Lease, are hereby amended to read in their entirety as follows:

Basic Lease Rate Factor shall mean, with respect to each Leased Item, 8.21%.

Basic Rent Dates shall mean February 5 and August 5 of each year.

Daily Lease Rate Factor shall mean, with respect to each Leased Item, .0456111%.

Expiration Date shall mean August 5, 1990.

First Basic Rent Date shall mean August 5, 1983.

First Termination Date shall mean August 5, 1988.

Last Basic Rent Date shall mean February 5, 1990.

SECTION 2. Paragraph (b)(1) of Section 3 of the Lease is hereby amended to read in its entirety as follows:

(b) **Basic Rent.** The Lessee shall pay to the Lessor, as basic rent (herein referred to as **Basic Rent**) for each Leased Item, the following:

(1) on the First Basic Rent Date (i) an amount equal to the Daily Lease Rate Factor with respect to such Leased Item for each day elapsed from, and including, the Closing Date with respect to such Leased Item to, but excluding, August 1, 1983, and (ii) an amount equal to the Basic Lease Rate Factor with respect to such Leased Item multiplied by the Lessor's Cost of such Leased Item;

SECTION 3. Paragraph (a) of Section 17 of the Lease is hereby amended to read in its entirety as follows:

(a) Provided that this Lease has not been terminated and provided that no Default or Event of Default shall have occurred and be continuing hereunder, the Lessee shall have the option to extend this Lease with respect to all, but not less than all, Leased Items for three successive periods of two years each (each a **Lease Extension Period**), the first such Lease Extension Period beginning on the day following the Expiration Date and ending on August 5, 1992 (the **First Lease Extension Expiration Date**), the second such Lease Extension Period beginning on the day following the First Lease Extension Expiration Date and ending on August 5, 1994 (the **Second Lease Extension Expiration Date**), and the third such Lease Extension Period beginning on the day following the Second Lease Extension Expiration Date and ending on August 5, 1996 (the **Third Lease Extension Expiration Date**), at the Fair Market Rental Value thereof, determined as of the Expiration Date or the applicable Lease Extension Expiration Date and payable as provided in paragraph (b) of Section 3 hereof.

SECTION 4. Exhibits C and D to the Lease are hereby amended in their entirety and replaced by Exhibits C and D attached hereto as Annex I.

SECTION 5. The Lessee and the Lessor hereby acknowledge that the Closing Dates for Groups of Equipment 1, 2 and 3 were February 1, 1983, February 28, 1983, and March 23, 1983, respectively, and that such Groups of Equipment are comprised as follows:

<u>Group of Equipment</u>	<u>Number of Leased Items</u>	<u>Lessor's Cost Per Leased Item</u>	<u>Aggregate Lessor's Cost</u>
1	Nine Four-Unit Cars Three Eight-Unit Cars	\$125,463.15 \$249,563.56	\$ 1,129,168.35 748,690.68 <u>\$ 1,877,859.03</u>
2	Thirteen Eight-Unit Cars	\$249,563.56	\$ 3,244,326.28
3	Four Eight-Unit Cars	\$249,563.56	\$ 998,254.24

SECTION 6. This Amendment Agreement Number One to Equipment Lease may be executed in any number of counterparts and by the parties hereto on separate counterparts. The single executed original of this Amendment Agreement Number One to Equipment Lease marked "Original" shall be the "Original" of this Amendment Agreement Number One to Equipment Lease and all other counterparts hereof shall be duplicates and be marked "Duplicate". To the extent that this Amendment Agreement Number One to Equipment Lease constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Amendment Agreement Number One to Equipment Lease may be created through the transfer or possession of any counterpart other than the "Original".

SECTION 7. Although this Amendment Agreement Number One to Equipment Lease is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth under the signatures hereto, and this Amendment Agreement Number One to Equipment Lease shall be effective on the latest of such dates.

SECTION 8. Except as otherwise defined herein, the terms used herein have the respective meanings stated in the Lease.

SECTION 9. Except as otherwise modified herein, the Lease remains unchanged and is in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement Number One to Equipment Lease to be duly executed by their respective officers thereunto duly authorized as of the respective dates set forth below.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL
ASSOCIATION, not in its
individual capacity but
solely as trustee under a
Trust Agreement dated as of
January 15, 1983,
as Lessor

By 

Title: ~~Donald E. Quinn, Vice President~~

Date: July 27, 1983

ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY,
as Lessee

By _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment Agreement Number One to Equipment Lease to be duly executed by their respective officers thereunto duly authorized as of the respective dates set forth below.

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL
ASSOCIATION, not in its
individual capacity but
solely as trustee under a
Trust Agreement dated as of
January 15, 1983,
as Lessor

By _____

Title: _____

Date: _____

ST. LOUIS SOUTHWESTERN RAILWAY
COMPANY,
as Lessee

By X S. L. 204 _____

Title: VIC. PRESIDENT AND CONTROLLER

Date: JUL 27 1983

State of Connecticut)
County of Hartford) SS.:

On this 27th day of July, 1983, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he/she is the VICE PRESIDENT of **THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION**, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Leah M. Call
DUPLICATE
Notary Public

[Notarial Seal]

My Commission expires

March 31, 1987

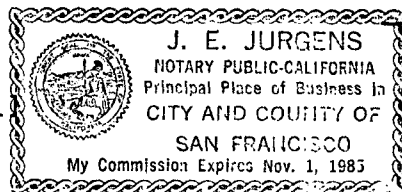
State of California)

City and County of San Francisco)

ss.:

On this 27th day of July, 1983, before me personally appeared E. L. JOHNSON to me personally known, who being by me duly sworn, says that he/she is the V.P. & Controller of **ST. LOUIS SOUTHWESTERN RAILWAY COMPANY** and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]



My Commission expires

DUPLICATE
Notary Public

ANNEX I
to Amendment
Agreement Number
One to Lease

EXHIBIT C
to Lease

The Casualty Value of each Leased Item shall be the percentage of the Lessor's Cost of such Leased Item set forth opposite the applicable Basic Rent Date below:

<u>Basic Rent Date</u>	<u>Casualty Value (a) (b)</u>
8/5/83	79.332231%
2/5/84	77.073859
8/5/84	73.425996
2/5/85	69.371160
8/5/85	65.694586
2/5/86	61.716583
8/5/86	56.755961
2/5/87	52.087663
8/5/87	46.957426
2/5/88	41.696124
8/5/88	36.130403
2/5/89	30.334273
8/5/89	24.261301
2/5/90	18.088038
8/5/90	20.000000

(a) The percentages of Lessor's Cost set forth above have been computed without regard to recapture of investment tax credit. Consequently, such percentages applicable on any Basic Rent Date with respect to an Event of Loss occurring before the first, second, third, fourth or fifth anniversary of the Closing Date with respect to any Leased Item shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of the Lease, the Casualty Value determined as of such Basic Rent Date shall be the sum of such percentages:

<u>Anniversary of Closing Date</u>	<u>Percentage of Lessor's Cost to be Added to the Foregoing Percentage</u>
First	19.230770%
Second	15.384616%
Third	11.538462%
Fourth	7.692308%
Fifth	3.846154%

(b) In the event the Basic Lease Rate Factor is adjusted pursuant to the provisions of Section 10(d) of the Lease or Section 11 of the Participation Agreement, the Casualty Values shall be adjusted accordingly.

EXHIBIT D
to Lease

The Termination Value of the Leased Equipment shall be the percentage of Lessor's Cost set forth opposite the applicable Basic Rent Date below:

<u>Basic Rent Date</u>	<u>Termination Value (a) (b)</u>
8/5/83	79.120855%
2/5/84	76.623229
8/5/84	72.527923
2/5/85	67.996172
8/5/85	63.634495
2/5/86	58.941917
8/5/86	53.058531
2/5/87	47.437997
8/5/87	41.147335
2/5/88	34.696137
8/5/88	27.732330
2/5/89	20.508643
8/5/89	12.799925
2/5/90	4.961445
8/5/90	5.000000

(a) The percentages of Lessor's Cost set forth above have been computed without regard to recapture of investment tax credit. Consequently, such percentages applicable on any Basic Rent Date with respect to a Termination Date occurring before the first, second, third, fourth or fifth anniversary of the last Closing Date with respect to the Leased Equipment shall be increased by the percentage of Lessor's Cost set forth below, and for purposes of the Lease, the Termination Value determined as of such Basic Rent Date shall be the sum of such percentages:

<u>Anniversary of Closing Date</u>	<u>Percentage of Lessor's Cost to be Added to the Foregoing Percentage</u>
First	19.230770%
Second	15.384616%
Third	11.538462%
Fourth	7.692308%
Fifth	3.846154%

(b) In the event the Basic Lease Rate Factor is adjusted pursuant to the provisions of Section 10(d) of the Lease or Section 11 of the Participation Agreement, the Termination Values shall be adjusted accordingly.

**ACKNOWLEDGEMENT
OF CONTINGENT LESSEE**

SOUTHERN PACIFIC TRANSPORTATION COMPANY, as contingent lessee (the "Contingent Lessee") under a Contingent Lease Agreement dated as of January 15, 1983 among The Connecticut Bank and Trust Company, National Association (the "Lessor"), as trustee under a Trust Agreement dated as of January 15, 1983 with Litton Equity Investments, Inc., as beneficiary (the "Beneficiary"), the Beneficiary and Sun Life Assurance Company of Canada (U.S.), as lender, hereby acknowledges the terms and provisions of this Amendment Agreement Number One to Equipment Lease dated as of July 15, 1983 between the Lessor and St. Louis Southwestern Railway Company, as lessee.

**SOUTHERN PACIFIC TRANSPORTATION
COMPANY,
as Contingent Lessee**

By *[Signature]*

Title: VICE PRESIDENT AND CONTROLLER

Date: JUL 27 1983

**AUTHORIZATION AND DIRECTION
OF BENEFICIARY**

LITTON EQUITY INVESTMENTS, INC., as beneficiary under a Trust Agreement dated as of January 15, 1983 between it and The Connecticut Bank and Trust Company, National Association, as owner trustee (the **Owner Trustee**), hereby authorizes and directs the Owner Trustee to execute and deliver this Amendment Agreement Number One to Equipment Lease dated as of July 15, 1983.

LITTON EQUITY INVESTMENTS,
INC.,
as Beneficiary

By *Robert H. Burke*
Title: SENIOR VICE PRESIDENT
GENERAL MANAGER
Date: July 27, 1983

CONSENT OF LENDER

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), as Lender under a Mortgage, Loan and Security Agreement dated as of January 15, 1983 with The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as trustee under a Trust Agreement dated as of January 15, 1983 between it and Litton Equity Investments, Inc., as beneficiary, as Borrower, hereby consents to the terms and provisions of this Amendment Agreement Number One to Equipment Lease dated as of July 15, 1983.

**SUN LIFE ASSURANCE
COMPANY OF CANADA (U.S.)
as Lender**

By Bonnie S. Angus
Title: SECRETARY
Date: JUL 27 1983